

REMARKS

This Response to Office Action is submitted in response to the Office Action of June 5, 2003. Claims 1, 5, 9, 10, 12, 13, 14, 16, 20, 26, 32, 33, 34, 35 and 44 have been amended. No new matter has been added by these amendments. No fee is due in connection with this Response. Please charge deposit account number 02-1818 for any insufficiency of payment or credit any overpayment.

The Office Action objected to the drawings because the display of more than one wild termination symbol of Claim 8 and the display of at least two wild symbols of claims 20 and 30 are not shown. Applicants are hereby submitting herewith drawings for such claims. No new matter is submitted in these drawings. Applicants therefore respectfully submit that the Applicants have overcome such objections.

The Office Action objected to Claims 20 and 44. Specifically, the Office Action objected to Claim 20 for the use of ".in" rather than "into" and Claim 44 for the use of "having" rather than "comprising." Applicants have amended Claims 20 and 44 and therefore respectfully submit that the Applicants have overcome such objection.

The Office Action rejected Claims 16 through 20 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. Specifically, the Office Action objected to Claim 16 for insufficient antecedent basis for "the player" limitation. Applicants have amended Claim 16 and respectfully submit that Applicants have overcome such rejection. It is also respectfully submitted that Claims 17 through 20 which directly or indirectly depend from amended Claim 16 are also in condition for allowance.

The Office Action rejected Claims 1, 5 to 7, 9, 10, 12, 13, 16, 17, 19, 21 to 23, 25 to 29, 32 to 34, 36, 37 and 39 to 44 under 35 U.S.C. § 102 as being anticipated by U.S. Patent No. 6,089,977 to Bennett ("Bennett"). The Office Action rejected Claims 14 and 15 under 35 U.S.C. § 102 as being anticipated by U.S. Patent No. 6,117,009 to Yoseloff ("Yoseloff"). The Office Action rejected Claims 2 to 4, 8, 11, 18, 20, 24, 30, 31, 35 and 38 under 35 U.S.C. § 103 as being unpatentable over Bennett as applied to Claims 1, 5 to 7, 9, 10, 12, 13, 16, 17, 19, 21 to 23, 25 to 29, 32 to 34, 36, 37 and 39 to 44, and

further in view of U.S. Patent No. 5,332,228 to Schultz ("Schultz"). Applicants respectfully disagree with and traverse these rejections because it is respectfully submitted that the Office Action misinterpreted the reference relied upon to reject the claims. Additionally, certain of the claims as discussed below have been amended to clarify the elements of the claims.

Applicants respectfully submit that the Office Action has misinterpreted Bennett. Bennett discloses a game including a plurality of reels and a plurality of symbols on the reels. Bennett discloses a "special feature" in the game as follows:

- When an ICEBERG appears anywhere on Reel 1 together with a background COIN anywhere on Reel 5, the PENGUIN FEATURE begins. . . The PENGUIN will move to each symbol in the window. As the PENGUIN moves to each of the symbols the symbol changes to a PENGUIN then changes back to the original symbol and pays each winning combination in which the PENGUIN substitutes.

(Bennett, col. 3, lines 36-38; 46-51). The special feature is thus invoked when both: (a) one symbol (*i.e.*, the iceberg symbol) appears in the left hand column of the display or on the first reel; and (a) the second symbol (*i.e.*, the background coin symbol) appears in the right hand column of the display or on the fifth reel. These two symbols which must occur in combination with each other to trigger the special feature are at fixed positions on the reels. When both of these symbols occur on the reels, the special feature is triggered. The special feature includes an image of a Penguin appearing at each and every one of the positions of the symbols displayed on the reels. (Bennett, col. 3, lines 46-49). "When the Penguin [symbol] reaches the last position in the window [which is the bottom most symbol on the fifth reel], the Penguin disappears and a message displays 'End of Penguin Feature'." (Bennett, col. 4, lines 43-49). Since, both the first and second symbol in combination function as a triggering event which causes the feature to occur, if either occurs without the other, the Penguin feature does not occur. Therefore, the special feature only is triggered upon the occurrence of the predetermined triggering event of the two designated symbols.

The second symbol (*i.e.*, the background coin symbol) does not function as a terminating symbol because the Penguin moves to each of the symbols on the fifth reel regardless of the position of the background coin on the fifth reel. The Penguin stops

only after reaching the last position on the fifth reel or display and does not stop at the second or background coin symbol. For instance, if the background coin symbol is on the uppermost position, the Penguin symbols will be displayed at that position and at the positions below that position. The second symbol therefore does not function as a termination symbol for the special feature since the feature continues until the last position on the reels is reached.

Amended Claim 1 is directed to a gaming device which includes a plurality of reels and a plurality of symbols on the reels wherein at least one of the symbols is adapted to function as a wild activation symbol and at least one of the symbols is adapted to function as a wild termination symbol. The gaming device includes a processor in communication with the display device. The processor is adapted to selectively determine if one of the plurality of symbols displayed on the reels is a wild activation symbol and if one of the symbols displayed on the reels is a wild termination symbol. As indicated above, Bennett does not disclose a wild termination symbol alone or in combination with the other elements. Bennett discloses two symbols which occur as a trigger to begin a special feature. Neither symbol acts as a termination symbol for the feature. Amended Claim 1 includes a symbol adapted to function as a wild termination symbol. This termination symbol is selectively determined from a plurality of symbols on the reels. It is therefore respectfully submitted that Claim 1 and Claims 2 to 8 which depend from Claim 1 are each patentably distinguished from Bennett and in condition for allowance.

Amended Claim 9 is directed to a gaming device having a plurality of symbols on reels wherein at least one of the symbols is adapted to function as a wild activation symbol and at least one of the symbols is adapted to function as a wild termination symbol. It includes a display device for displaying the reels and at least one of the symbols on each reel and a processor in communication with the display device. The processor randomly determines if one of the symbols displayed by the display device is a wild activation symbol and if one of the symbols is a wild termination symbol. Amended Claim 9 also transforms at least one displayed symbol into a wild symbol if the processor determines that one of the symbols is a wild activation symbol. As

discussed above, Bennett does not disclose a wild termination symbol. It is therefore respectfully submitted that Amended Claim 9 and Claims 10 and 11 which depend from Amended Claim 9 are patentably distinguished over Bennett and are in condition for allowance.

Amended Claim 12 is directed to a gaming device including a plurality of reels and a plurality of symbols on the reels wherein at least one of the symbols is adapted to function as a wild activation symbol and at least one of the symbols is adapted to function as a wild termination symbol. Amended Claim 12 includes a display device for displaying the reels and at least one of the symbols on each reel and a processor in communication with the display device. The processor is adapted to determine if one of the plurality of symbols is a wild activation symbol and if one of the symbols is a wild termination symbol. The processor causes the display device to change the symbols into a wild activation symbol and a wild termination symbol based on such determinations. Any symbol displayed on the reels may be determined to be a wild activation symbol or a wild termination symbol. As indicated above, Bennett does not disclose a wild termination symbol. It is therefore respectfully submitted that amended Claim 12 is patentably distinguished over Bennett and is in condition for allowance.

Amended Claim 13 is directed to a gaming device including a plurality of reels and a plurality of symbols on the reels wherein at least one of the symbols is adapted to function as a wild activation symbol and at least one of the symbols is adapted to function as a wild termination symbol. It includes a display device for displaying the reels, and a processor in communication with the display device. The processor and the display device are adapted to activate the reels, cause the reels to stop and to display at least one symbol on each reel, determine if one of the displayed symbols is a wild activation symbol, transform at least one symbol into a wild symbol if one of the displayed symbols is determined to be a wild activation symbol, and randomly determine at least one symbol to be a wild termination symbol if one of the displayed symbols transforms into a wild symbol. Bennett does not disclose a wild termination symbol. Bennett also does not disclose a processor which determines if a displayed symbol is a wild activation symbol or a wild termination symbol. It is therefore

respectfully submitted that amended Claim 13 is patentably distinguished over Bennett and is in condition for allowance.

Claim 14 is directed to a gaming device including a plurality of reels and a plurality of symbols on the reels including at least one natural wild symbol. It includes a display device for displaying at least one symbol on each reel and a processor. the processor, Upon the occurrence of a triggering event, if the natural wild symbol is displayed on the reels, the processor transforms the natural wild symbol, and the natural wild symbol changes into a modifier. The modifier modifies an award provided to a player associated with the displayed symbols. The Office Action rejected Claim 14 under 35 U.S.C. § 102 as being anticipated by Yoseloff. Yoseloff is directed to a method for configuring a gaming device to randomly select outcome symbols. (Yoseloff, col. 2, lines 63-65). The method includes selecting a set of game symbols. (Yoseloff, col. 3, lines 43-45). The symbols include a special symbol which is a wild symbol. (Yoseloff, col. 3, lines 51, 59-62). Yoseloff defines "Wild" as "a symbol which takes on the value of other symbols appearing in the same game outcome." (Yoseloff, col. 3, line 52-55). This symbol also acts as a "doubler" acting to double all pay values when the special symbol (i.e., the wild symbol) is generated. (Yoseloff, col. 3, lines 63-65). The natural wild symbol of Claim 14 acts as a conventional wild symbol. It also acts as a modifier upon the occurrence of a triggering event which is independent of the occurrence of the natural wild symbol. On the contrary, Yoseloff's wild symbol appears to always act as a doubler and this feature is not dependent upon an independent triggering event. It is therefore respectfully submitted that Amended Claim 14 and Claim 15 that depends from Amended Claim 14 are patentably distinguished from Yoseloff and are in condition for allowance.

Amended Claim 16 is directed to a method for operating a gaming device having wild symbols which includes activating a plurality of reels including a plurality of symbols, displaying a plurality of symbols on reels, determining if at least one symbol displayed on the reels is a wild activation symbol and determining if at least one symbol is a wild termination symbol. If one of the symbols is a wild activation symbol and one of the symbols is a wild termination symbol, the symbols are transformed into wild

symbols from the wild activation symbol to the wild termination symbol and a player is awarded for any winning combination. Bennett does not disclose a wild termination symbol. It is therefore respectfully submitted that amended Claim 16 and Claims 17 through 20 that depend from amended Claim 16 are patentably distinguished over Bennett and are in condition for allowance.

Claim 21 is directed to a gaming device having a plurality of reels, a processor in communication with the plurality of reels and a plurality of symbols on the reels. Claim 21 also includes at least one wild activation symbol and at least one wild termination symbol on the reels. As indicated above, Bennett does not disclose a wild termination symbol. It is therefore respectfully submitted that Claim 21 and Claims 22 through 25 that depend from Claim 21 are patentably distinguished over Bennett and are in condition for allowance.

Claim 26 is directed to a method for operating a gaming device including displaying a plurality of reels including a plurality of symbols, displaying a wild activation symbol on one of the reels, and displaying a wild termination symbol on one of the reels. Claim 26 includes the step of transforming at least one symbol in the plurality of symbols into a wild symbol and stopping the transformations of the symbols into wild symbols based on a position within a display device at which the wild termination symbol is displayed. As indicated above, Bennett does not disclose a method of operating a gaming device which includes displaying a wild termination symbol on one of the reels. Bennett does not disclose a wild termination symbol. It is therefore respectfully submitted that Claim 26 and Claims 27 through 31 that depend directly or indirectly from Claim 26 are patentably distinguished over Bennett and are in condition for allowance.

Claim 32 is directed to a gaming device including a display device, a plurality of cards adapted to be displayed by the display device and at least one wild activation symbol and at least one wild termination symbol. It also includes a processor in communication with the display device for determining whether at least one card displayed by the display device is a wild activation symbol and further determining whether at least one card by the display device is a wild termination symbol and for

transforming at least one card displayed by the display device into a wild card if one of the cards displayed by the display device is a wild activation symbol. Bennett does not disclose a wild termination symbol. Bennett does not disclose a processor that determines whether at least one card by the display device is a wild termination symbol and whether at least one card is a wild activation symbol. It is therefore respectfully submitted that Claim 32 and Claims 33 through 35 that depend directly or indirectly from Claim 32 are patentably distinguished over Bennett and are in condition for allowance.

Claim 36 is directed to a gaming device including a display device, and a processor adapted to communicate with the display device and to display a plurality of cards, determine a wild activation position within the display device for one of the plurality of cards and determine a wild termination position within the display device for one of the plurality of cards. It also transforms at least one of the plurality of cards into wild cards based on the wild activation position and stops transforming cards into wild cards based on the wild termination position. Bennett does not disclose a wild termination card. It is therefore respectfully submitted that Claim 36 and Claims 37 through 43 that depend directly or indirectly from Claim 36 are patentably distinguished over Bennett and are in condition for allowance.

Amended Claim 44 is directed to a gaming machine comprising display means and game control means arranged to control images displayed on the display means. The game control means are arranged to play a game wherein a plurality of symbols are randomly selected and displayed on the display means and if a predetermined triggering event occurs, a wild activation symbol is provided on the display means in a location of one of the plurality of randomly selected symbols. A wild termination symbol is provided in a location of one of the plurality of randomly selected symbols. The game control means causes the symbols to become sequentially wild from a location on the display related to the wild activation symbol to a location on the display related to the wild termination symbol. Bennett does not disclose a wild termination symbol. It is therefore respectfully submitted that Claim 44 is patentably distinguished over Bennett and is in condition for allowance.

The Office Action rejected Claims 2 to 4, 8, 11, 18, 20, 24, 30, 31, 35 and 38 under 35 U.S.C. § 103 as being obvious over Bennett as applied to Claims 1, 5 to 7, 9, 10, 12, 13, 16, 17, 19, 21 to 23, 25 to 29, 32 to 34, 36, 37, and 39 to 44 and further in view of Schultz. The Office Action states that Bennett teaches all limitations of Claims 1, 5 to 7, 12, 13, 16, 17, 19, 21 to 23, 25 to 29, 32 to 34, 36, 37 and 39 to 44. For the reasons stated above, the Applicant respectfully submits that Bennett does not disclose all the elements of the above referenced claims. In addition, Bennett does not teach or suggest Claims 2 to 4, 8, 11, 18, 20, 24, 30, 31, 35 and 38 as applied to Claims 1, 5 to 7, 9, 10, 12, 13, 16, 17, 19, 21 to 23, 25 to 29, 32 to 34, 36, 37, and 39 to 44 and further in view of Schultz. It would not have been obvious from Bennett to randomly select wild activation symbols and wild termination symbols from the fixed special feature in Bennett because Bennett teaches a combination of symbols that occur to trigger a special feature. Schultz does not disclose, teach or suggest the present invention. Schultz discloses a game of video STUD poker which focuses on the wild card appearing in variable positions in a player's hand. (Schultz, col. 3, lines 12-14). Other cards in the hand which match to the wild card's value also are wild. (Schultz, col. 3, lines 14-16). Once the hand is dealt, the machine evaluates the hand ranking and pays for a winning poker hand. (Schultz, col. 4, lines 15-19). Schultz does not disclose, teach or suggest a wild termination symbol. It is therefore respectfully submitted that Claims 2 to 4, 8, 11, 18, 20, 24, 30, 31, 35 and 38 are patentable over Bennett as applied to the above referenced Claims 1, 5 to 7, 12, 13, 16, 17, 19, 21 to 23, 25 to 29, 32 to 34, 36, 37 and 39 to 44.

An earnest endeavor has been made to place this application in condition for formal allowance and is courteously solicited. If the Examiner has any questions regarding this Response, Applicants respectfully request that the Examiner contact Applicants' attorney, Adam Masia, at (312) 807-4284 to discuss this Response.

Respectfully submitted,

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BY



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